

Schedule B

Country Schedule – Republic of Kazakhstan

1. **About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. **Governing law and dispute resolution**

The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the law of, and be subject to the exclusive jurisdiction of the courts of the Republic of Kazakhstan, and the parties to the Agreement submit to the exclusive jurisdiction of the courts of such jurisdiction.

3. **Limitation period** – Any Claims by Client in relation to the Services or the relevant Agreement must be brought no later than three years from the date Client became aware or reasonably should have become aware of the facts which give rise to the alleged Claim.

4. **Other Adjustments Required by Local Law**

4.1 **Limitation of Liability** –Vialto’s total liability (including interest) for all Claims relating to the Services or the relevant Agreement is limited to the amount of real damage. The first sentence of the Limitation of Liability clause is modified as follows: In no event shall Vialto be liable for (i) more than that proportion of Client’s losses, damages or liabilities which are directly and solely caused by Vialto in respect of the Services giving rise to the Claim under the relevant Work Order, (ii) loss or corruption of data from Client’s systems, (iii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iv) indirect, punitive, special, exemplary or consequential loss or damages.

5. **Data protection**

“In accordance with the provisions of The Law of the Republic of Kazakhstan “On Personal Data and their Protection” dated 21 May, 2013 No. 94-V., in respect of any personal data that the Client provides to Vialto in connection with the Services, the Client confirms that processing of such data in accordance with the terms of the Agreement will not place Vialto or any other Vialto Firm in breach of Personal Data Protection regulations.”

6. **Services**

6.1 Pursuant to the provisions of the articles 630 and 687 of Civil Code of the Republic of Kazakhstan (Special Part) dated 1 July 1999 and to the various court practices regarding procedure of Services Acceptance, The following paragraph shall be added to the Deliverables clause:

Deliverables (or stage Deliverables) will be deemed accepted by the Client if the Client fails to sign an Acceptance Act and deliver it to Vialto or submit to Vialto a justified refusal to sign the

Acceptance Act within fifteen (15) business days after delivery to the Client. The date when the deliverables are provided to the Client stated in the Acceptance Act shall constitute the date of completion of rendering Services. Acceptance Act means a document confirming a transfer of Deliverables from Vialto to the Client or the completion of a certain stage of Services under the Agreement.”

7. **Intellectual property rights**

Pursuant to the provisions of the article 964 of the Civil Code of the Republic of Kazakhstan (Special Part) dated 1 July 1999 the Intellectual Property clause shall be amended as follows:

Upon full payment, Client will have a non-exclusive, non-transferable license to use the deliverables prepared under the Work Order, inclusive Vialto Materials contained in the deliverables, for its own internal purposes, including copying, printing, magnetic and digital technology fixing, saving in computer’s memory and introducing into internal Client’s networks (intranet). Vialto will own all Vialto Materials.